

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

KIRK ALLEN HENDRIXON,)	
individually and on behalf of others)	
similarly situated,)	Case No. 3:22-cv-00375
)	
Plaintiff,)	Judge Campbell/Frensley
v.)	
)	
SOLAREN RISK MANAGEMENT, LLC,)	
)	
Defendant.)	

**JOINT MOTION FOR *IN CAMERA* REVIEW OF SETTLEMENT AGREEMENT AND TO
APPROVE SETTLEMENT**

Come the parties and file this Joint Motion for *In Camera* Review of Settlement Agreement and to Approve Settlement. In support of the Joint Motion, the parties state the following:

1. On May 23, 2022, Plaintiff filed the Original Collective Action Complaint pursuant to the Fair Labor Standards Act (“FLSA”) on behalf of himself and putative collective class members, consisting of current and former security guards who worked for Defendant since May 23, 2019, and who were allegedly misclassified as independent contractors and not paid overtime. *Doc. 01, Compl.*, ¶¶ 2, 4, 5 and 14.

2. At all times, Defendant has denied and continues to deny that it improperly classified Plaintiff or current and former security guards as independent contractors, and further, has denied and continues to deny that Plaintiff or putative collective class members are entitled to any relief whatsoever.

3. After the filing of the Original Collective Action Complaint, and prior to Defendant filing a responsive pleading, the parties voluntarily exchanged documents and information. Thereafter, the parties negotiated a settlement as to Plaintiff’s individual claims only.

4. On November 23, 2022, the parties filed a joint Notice of Settlement, advising the Court that they had reached a settlement, were in the process of preparing the settlement agreement and any

additional paperwork necessary to resolve the matter, and would thereafter file a stipulation of dismissal with prejudice. *Doc. 13, Notice of Settlement.*

5. After filing the Notice of Settlement, the parties negotiated, drafted and executed the Settlement Agreement. As part of the Settlement Agreement, Plaintiff released any and all claims against Defendant. Further, as part of the Settlement Agreement, Plaintiff affirmed that he had been properly classified as an independent contractor by Defendant.

6. As a term to the Settlement Agreement, following receipt of the settlement proceeds, Plaintiff agreed to dismiss the case with prejudice. Accordingly, on February 17, 2023, the parties filed a Joint Stipulation of Dismissal with prejudice. *Doc. 15, Joint Stipulation.*

7. Pursuant to the Settlement Agreement, the parties agreed that the Settlement Agreement and the terms contained therein would remain confidential. However, the parties agreed that if it should become necessary to seek Court or other approval of the Settlement Agreement or the settlement, they would do so confidentially by initially seeking *in camera* review of the Settlement Agreement, and, if denied, would file a joint motion for approval of the Settlement Agreement under seal. Further, in the event that *in camera* review and the joint motion to file under seal were denied, the parties agreed to then file a joint motion or otherwise jointly request that all monetary settlement amounts be redacted from the Settlement Agreement, such that the monetary payments amounts would remain confidential.

8. On February 21, 2023, the Court entered an Order instructing the parties to file a copy of the Settlement Agreement for review and approval by the Court.

9. Based on the foregoing, the parties request that the Court enter an order permitting the parties to submit the Settlement Agreement for *in camera* review and approval. As discussed above, although Plaintiff filed this action as a putative collective action under the FLSA, it was settled on an individual basis only without affecting any rights of putative collective class members. As such, and

consistent with the typical practice in individual lawsuits that settlement agreements are not filed with the Court, the parties submit that the Court should do likewise in this case.

Based on the foregoing, the parties request that the Court permit them to submit the Settlement Agreement for *in camera* review and approval by the Court.

Respectfully submitted,

JACKSON, SHIELDS, YEISER, HOLT, OWEN &
BRYANT

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CERTIFICATE OF SERVICE

I hereby certify that on March 1, 2023, a true and correct copy of the foregoing has been served on the following individuals consenting to electronic service by operation of the Court's electronic filing system:

J. Russ Bryant, Esq.
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/s/ Martin D. Holmes

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